

## **SEF-881 WARRANTY INFORMATION, EQUIPMENT AND DUMP TRAILERS**

**WARRANTY:** Unless otherwise stated, all equipment shall be new and current model and shall carry full factory warranties. The contractor warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with bid specifications. All implied or expressed warranty provisions of the Uniform Commercial Code apply. All warranties shall be for and benefit the State.

**1.0 WARRANTY:** (Note: Language on warranty may vary from one item to another depending on the type of equipment and particular requirements.)

**1.1 WARRANTY:** Unless otherwise stipulated, the contractor will provide a one-year (12-month) warranty.

**1.1.1 Full (100%) Parts and Labor Warranty Coverage** of all components for the first 12-months, from the date the unit is placed in service. Warranty repairs shall take place at the vendor's warranty service centers in Anchorage, Fairbanks and Juneau. All travel costs for warranty performed outside of these areas will be billed as follows:

- 1.1.1.1 Travel Labor Charge,** as per Price Schedule. Travel labor will only be reimbursed for the time the employee is traveling from a warranty service center to the in-service location and return.
- 1.1.1.2 Mileage Charge,** from the warranty service center to the in-service location, as per Price Schedule.
- 1.1.1.3 Meals** are paid at actual and charges must be accompanied by receipts and are not to exceed the State authorized \$42.00 per day.
- 1.1.1.4 Transportation,** such as airfare, shall be reimbursed at actual and all charges are to be accompanied by a receipt/copy of the ticket.
- 1.1.1.5 Lodging** shall be reimbursed at actual and shall not exceed \$100.00 per night unless no other lodging is available. Requests for reimbursement must be accompanied by a receipt.
- 1.1.1.6 Travel** must be charged from the closest warranty service center to the in-service location unless otherwise approved by the Contract Administrator.

- 1.1.2 Full Warranty Coverage includes all cost of labor, parts, freight of parts or associated tools, transportation and travel in the Anchorage, Fairbanks and Juneau areas (within a 10 mile radius) lubricants, miscellaneous cost, etc., to place the unit in like-new condition.
  - 1.1.3 Should the manufacturer's standard warranty exceed the minimum State warranty requirements, the manufacturer's warranty will run in conjunction with and enhance the State's warranty, then continue for the remainder of its term.
- 1.2 **General Warranty Requirements for all Equipment:**
  - 1.2.1 **Warranty Exceptions:**
    - 1.2.1.1 For clarification, warranty does not apply to normal wear and tear or maintenance items, accident damages, misuse of equipment or failure to operate or maintain equipment as prescribed by vendor/manufacturer.
  - 1.2.2 **Warranty on Attachments:** Attachments are to have same warranty as host unit.
  - 1.2.3 **In-Service Date:**
    - 1.2.3.1 Warranty on vehicles not placed in service immediately upon receipt because of time lag to construct body components and/or installation of special equipment, or due to seasonal usage or other delay, shall be warranted from the date the vehicle is placed in service. The receiving agency shall notify the vendor/manufacturer in writing of the actual "in service" date. The vendor / manufacturer may not provide any alternate form of warranty paperwork signifying in-service date for signature. All forms of notification, other than a State of Alaska Receiving Report or equivalent State of Alaska documentation shall not be considered as binding. Notification of the requirement for delayed warranty will be provided on delivery orders whenever possible.
  - 1.2.4 **Authorized Warranty Dealer (Contractor) and Subcontractor:** The contractor must meet the following applicable requirements:
    - 1.2.4.1 Contractor must:
      - 1.2.4.1.1 possess a current Alaska Motor Vehicle Dealer License pursuant to AS 08.66.010 through AS 08.66.090, when offering motor vehicles, trailers or semi-trailers, and;
      - 1.2.4.1.2 be a manufacturer(s) authorized warranty service dealer for each unit, and;

- 1.2.4.1.3 have the capability of providing warranty servicing and repair work within the State of Alaska, with authorized warranty repair facilities in Anchorage and Fairbanks at a minimum.
- 1.2.4.1.4 Approval of all subcontractors takes place prior to the bid opening.
- 1.2.4.1.5 The use of a subcontractor does not exclude the provisions as noted in paragraphs 5.2.4.1.1 through 5.2.4.1.3 as requirements to the contractor.

**1.2.5 Warranty Claims:**

- 1.2.5.1 Warranty will be provided at the unit's assigned (in-service) location as shown in the Price Schedule. Because of the remote location of some equipment it is not always practical to deliver equipment to authorized warranty repair facilities. In these cases, the vendor may perform warranty work at the state's location or, the State of Alaska, at its discretion, reserves the right to perform the warranty work and be reimbursed by the vendor.
  - 1.2.5.2 The State of Alaska has established a warranty procedure whereby the vendor is to be notified via letter, telex, fax, telegram, etc. that warranty work needs to be performed. If time is of the essence, a telephone call confirmed by one of the above written procedures may be utilized. The vendor must notify the state immediately that it will begin to perform the warranty work at the equipment location within 48 hours from receipt of written notification. The State may, at its discretion, proceed to make warranty repairs with its own work force in the case of emergency situation or to preclude excessive downtime (greater than 48 hours).
  - 1.2.5.3 Failure to notify the State, that the vendor intends to begin to perform warranty work promptly under this paragraph, by the end of the business day following the states notification that work is required to be performed, is considered a contractual breach.
- 1.2.6 The vendor will be invoiced for required warranty work performed by the state. The shop rate to be charged for warranty work performed by the state will be \$74.00 per hour. Labor hours to be charged will be in accordance with appropriate flat rate manuals. If flat rate manuals do not cover the labor operation, actual repair time will be used. Warranty work performed by state shop personnel at locations where no shop personnel are permanently

stationed may be subject to travel expenses incurred involving those warranty repairs.

1.2.7 Factory Recall:

1.2.7.1 Nationwide factory recall or product update programs are the responsibility of the vendor and/or manufacturer. The State will attempt to bring affected equipment to an authorized repair facility. However, because of the remoteness of some equipment this is not always practicable or economical. In such cases, factory recall and modification work will be handled the same as warranty work. Factory recall notices sent to the state should, in addition to serial number, include model, year, and dealer from whom purchased.

**2.0 REPAIR ORDERS AND DOCUMENTATION:**

2.1 Any work performed by the contractor or subcontractor, whether warranty or not, will require a copy of the repair order, any invoices showing parts and commodities including oils and types used.